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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 **HILDA L. SOLIS,**
17 Secretary of Labor,
18 United States Department of Labor,

19 Plaintiff,

20 v.

21 **FASHION CAMEO, INC., a California cor-**
22 **poration,**

23 Defendant.

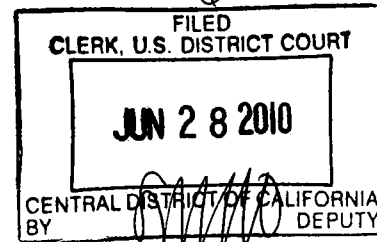
24 Case No.: CV 10 4307 AHM (MANx)

25 **CONSENT JUDGMENT**

26 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor
27 ("Secretary"), and Fashion Cameo, Inc., a California corporation, have agreed to resolve
28 the matters in controversy in this civil action and consent to the entry of this Consent
Judgment in accordance herewith:

A. The Secretary has filed a Complaint alleging that the Defendant violated
provisions of Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of
1938, as amended ("FLSA").

B. Defendant has appeared by counsel and acknowledges receipt of a copy of
the Secretary's Complaint.



1 C. Defendant waives issuance and service of process and waives answer and
2 any defenses to the Secretary's Complaint.

3 D. The Secretary and Defendant waive Findings of Fact and Conclusions of
4 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
5 out further contest.

6 E. Defendant admits that the Court has jurisdiction over the parties and subject
7 matter of this civil action and that venue lies in the Central District of California.

8 F. Defendant has posted \$5,867 with the U.S. Department of Labor, Wage and
9 Hour Division, to cover FLSA wage underpayments which are due to employees of its
10 sewing contractor, Nu Plus USA, Inc. for work they performed on goods of the Defen-
11 dant during the period of 1/26/10 – 4/26/10. The Secretary shall allocate and distribute
12 these funds to the employees of Nu Plus USA, Inc.

13 It is therefore, upon motion of the attorneys for the Secretary, and for cause
14 shown,

15 ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,
16 agents, servants, and employees and those persons in active concert or participation with
17 them who receive actual notice of this order (by personal service or otherwise) be, and
18 they hereby are, permanently enjoined and restrained from violating the provisions of
19 Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as
20 amended ("FLSA"), in any of the following manners:

21 1) Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),
22 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or
23 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is
24 intended) goods in the production of which any employee (of the defendant or other(s))
25 has been employed in violation of the FLSA's minimum wage (29 U.S.C. § 206) or
26 overtime pay provisions (29 U.S.C. § 207); and, it is further

27 ORDERED that

28 2) Defendant shall review with the owner or top management official of all

1 sewing contractors with whom it does business each of the following matters prior to en-
2 tering into any agreement with the contractor for its services and shall maintain docu-
3 mentation showing that the following matters have been reviewed:

4 A. The terms of the FLSA, including the contractor's obligation to pay
5 minimum wage and overtime and maintain accurate records of the hours worked
6 by and wages paid to its employees;

7 B. Whether the proposed price terms are such that the contractor will be
8 able to comply with the FLSA's minimum wage and overtime requirements;

9 C. The sewing contractor's willingness and ability, in light of the con-
10 tractor's prior compliance history, involvement in the industry and financial re-
11 sources, to understand and comply with the FLSA;

12 D. The Defendant shall oblige the sewing contractor to inform Defen-
13 dant immediately whenever the contractor is unable to meet the requirements of
14 the FLSA.

15 E. The Defendant will require the contractor to maintain true and accu-
16 rate payroll records, records of hours worked by all persons who work on
17 goods produced for the Defendant. The contractor shall make these records avail-
18 able to the Defendant and the U. S. Dept. of Labor upon request.

19 Defendant shall supply copies of the documentation required by this paragraph to
20 representatives of the Secretary of Labor upon their request;

21 3) On at least an annual basis, Defendant shall hire an independent third party
22 to conduct a pricing analysis of a representative sample of the different types of gar-
23 ments produced by the firm to determine the economic feasibility of Defendant's pricing
24 in light of the wage requirements of the FLSA. Defendant shall maintain documentation
25 of this analysis and provide it to representatives of the Secretary of Labor upon their re-
26 quest;

27 4) Within 30 days of the entry of this Judgment, Defendant shall hire an inde-
28 pendent third party to monitor its sewing contractors to enforce the contractors' compli-

ance with the FLSA. The monitor shall not represent either the manufacturer or contractor involved in this action in dealings with other parties or the Department of Labor. The monitoring program shall include the following components:

- a. Random and unannounced site visits to the contractor, at least on a quarterly annual basis;
- b. Review of the contractor's timecards and payroll records on at least a quarterly annual basis;
- c. Private and confidential interviews of at least 20% of the current employees to determine the hours they work and the wages they are paid;
- d. Disclosure to the contractor of any FLSA compliance issues revealed by the monitoring and corrective action recommended to the contractor.

The monitor shall produce written reports of its findings which Defendant shall maintain for a period of three years. Defendant shall supply copies of these reports to representatives of the Secretary of Labor upon their request;

5) Defendant shall maintain copies of all cutting tickets issued to their contractors and make these records available for inspection upon request from the U. S. Dept. of Labor's Wage and Hour Division; and it is further

ORDERED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding, including but not limited to attorneys' fees, which may be available under the Equal Access to Justice Act, as amended; and, it is further

ORDERED that this Court retains jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment.

Dated: June 29, 2010

U.S. DISTRICT COURT JUDGE

1 For the Defendant:

2 The Defendant hereby appears, waives any
3 defense herein, consents to the entry of
4 this Judgment, and waives notice by the
5 Clerk of Court:

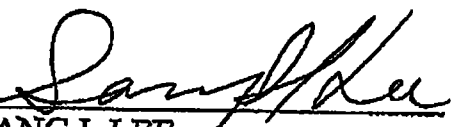
6 For: Defendant Fashion Cameo, Inc.

7 By: 
8 Kyung Ae Lee

5-4-10.
Date

9
10 Its: President

11
12 Attorney for the Defendant

13 
14 SANG I. LEE
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16 Beverly Hills, CA 90211
17 Attorney for the Defendant

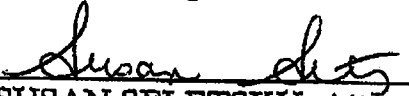
5/7/2010
Date

18 For the Plaintiff:

19 M. PATRICIA SMITH
20 Solicitor of Labor

21
22 LAWRENCE BREWSTER
23 Regional Solicitor

24 DANIEL J. CHASEK
25 Associate Regional Solicitor

26 
27 SUSAN SELETSKY, Attorney
28 Attorneys for the Plaintiff
U.S. Department of Labor

June 10, 2010
Date